

## REMARKS

The examiner's comments in the Advisory Action mailed July 1, 2003, have been carefully considered. Previously allowable claim 14 has been rewritten as new independent claim 39. Claim 14 has now been canceled. Claim 10 has been amended to incorporate the subject matter of claim 37, now canceled. Claim 23 has been amended to incorporate the subject matter of claim 38, now canceled. Entry of these amendments is respectfully requested.

The examiner states in the Advisory Action that "it is normal to receive non functional or defective die from the manufacturer . . . and it is inherent to have that defective die closing the bond slot, if the defective die is used, knowingly or unknowingly". However, what is not inherent is that the defective die covers a wire bond slot associated with a defective pattern of conductors (claim 10) or a wire bond slot associated with a die attach area having defective electrical circuitry (claim 23). There is nothing in the prior art that makes the vital connection between the cover member and these specific areas of the substrate.

It is well-accepted that "[t]he fact that a certain result or characteristic may occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic" (see MPEP §2112). According to *In re Oelrich*, 212 USPQ 323, 326 (CCPA 1981), inherency "may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient". Thus, even assuming that a defective die may be used to close a wire bond slot, this probability is insufficient to establish inherency. Particularly when one realizes that the likelihood of a defective die closing a wire bond slot associated with a defective pattern of conductors or defective electrical circuitry is even more remote.

The examiner also states in the Advisory Action that "[i]t is known in the art to have defective circuits on a panel with multiple circuits. In such a situation, though die itself may not be defective one, but as the circuit is defective, the die will inherently be a non-functional die on that location". It is clear from the present specification that the cover member may be a die that by itself (i.e., regardless of any connected circuitry) is non-functional. In fact, one the key advantages of the presently recited approach is to minimize the waste of functional dice (see page 4, lines 8-12). The logic employed by the examiner is directly contrary to what is presently recited in the claims.

It also pointed out that dependent claim 11 recites that the cover member is a self-adhesive tape. There is nothing in the cited prior art suggesting such a self-adhesive tape.

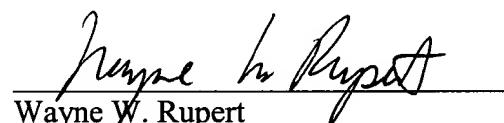
Accordingly, the pending §103 rejection of claims 10-12 and 23 over Eng et al. combined with Heo et al., Vindasius et al. and Sheppard et al. should be reconsidered and withdrawn.

It is respectfully submitted that the claims are in condition for allowance. Should there be any questions regarding this application, Examiner Patel is incited to contact the undersigned attorney at the telephone number shown below.

Respectfully submitted,

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